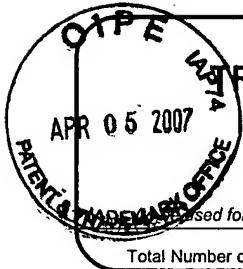


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**TRANSMITTAL
FORM**

APR 05 2007
TRANSMITTAL FORM
(used for all correspondence after initial filing)

Total Number of Pages in This Submission

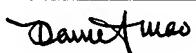
Application Number	10/691,118
Filing Date	October 21, 2003
First Named Inventor	Rikhy, Sudeep
Art Unit	2614
Examiner Name	Benny Quoc Tieu

Attorney Docket Number 021479-000300US

ENCLOSURES (Check all that apply)

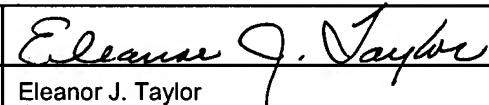
<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to TC
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply	<input type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Terminal Disclaimer	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Request for Refund	<ul style="list-style-type: none"> <input type="checkbox"/> •Return Postcard
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> CD, Number of CD(s) _____	<ul style="list-style-type: none"> <input type="checkbox"/> •Power of Attorney
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> Landscape Table on CD	<ul style="list-style-type: none"> <input type="checkbox"/> •Statement Under 37 CFR 3.73(b) with attached copy of assignment, Employee Confidentiality and Invention Assignment Agreement, and Certificate of Merger
<input type="checkbox"/> Reply to Missing Parts/ Incomplete Application	<input type="checkbox"/> Remarks	The Commissioner is authorized to charge any additional fees to Deposit Account 20-1430.
<input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Townsend and Townsend and Crew LLP		
Signature			
Printed name	Daniel Mao		
Date	April 2, 2007	Reg. No.	51,995

CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Signature			
Typed or printed name	Eleanor J. Taylor	Date	April 2, 2007



PTO/SB/81 (01-08)

**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

Application Number	10/691,118
Filing Date	October 21, 2003
First Named Inventor	Rikhy, Sudeep
Title	"PULL" ARCHITECTURE CONTACT CENTER
Art Unit	2614
Examiner Name	Benny Quoc Tieu
Attorney Docket Number	021479-000300US

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

Practitioners associated with the Customer Number:

20350

OR

Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

The address associated with the above-mentioned Customer Number:

OR

The address associated with Customer Number:

OR

Firm or Individual Name

Address

City _____ State _____ Zip _____

Country _____

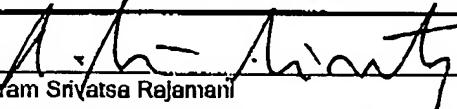
Telephone _____ Email _____

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

SIGNATURE of Applicant or Assignee of Record

Signature		Date	03/29/2007
Name	Sriram Srivatsa Rajamani	Telephone	609-987-0044
Title and Company	Director/Secretary, Acqueon Technologies, Inc.		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

*Total of _____ forms are submitted.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Sudeep Rikhy et al.Application No./Patent No./Control No.: 10/691,118Filed/Issue Date: October 21, 2003Entitled: "PULL" ARCHITECTURE CONTACT CENTERAcqueon Technologies, Inc.

(Name of Assignee)

, a Corporation

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Sriram Srivatsa Rajamani
SignatureSriram Srivatsa Rajamani

Printed or Typed Name

Director/SecretaryTitle03/29/2007
Date609-987-0044

Telephone Number

COPY

Attorney Docket No.: 021479-000300US

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, Sudeep Rikhy of 37920 Bright Common, Fremont, CA 94536; Paul Rudnick of 3650 Old Blackhawk Road, Danville, CA 94506, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: "PULL" ARCHITECTURE CONTACT CENTER
Filing Date: October 21, 2003
Application No.: 10/691,118; and

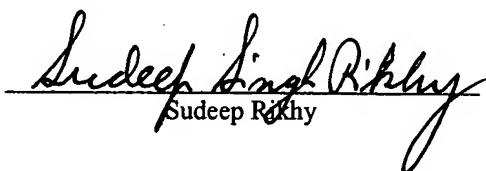
WHEREAS, 5 By 5 Networks, Inc., a corporation of the state of Delaware, located at 1275 Orleans Drive, Sunnyvale, CA 94089-1138, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 3/19/04


Sudeep Rikhy

Dated: _____

Paul Rudnick

COPY**EMPLOYEE CONFIDENTIALITY
AND INVENTION ASSIGNMENT AGREEMENT**

This Confidentiality And Invention Assignment Agreement (this "Agreement") is entered into on (date): 17 MAY 01, between SbyS Networks Inc. (the "Company"), PAUL P. VANDERKAM (the "Employee").

The Employee acknowledges that the Company operates in a competitive environment and that it enhances its opportunities to succeed by establishing certain policies, including those included in this Agreement. This Agreement is designed to make clear that (a) the Employee will maintain the confidentiality of the Company's trade secrets; (b) the Employee will use those trade secrets for the exclusive benefit of the Company; (c) inventions that the Employee creates will be owned by the Company; (d) the Employee's prior and continuing activities separate from the Company will not conflict with the Company's development of its proprietary rights; and (e) when and if the Employee's employment with the Company terminates he or she will not use his or her prior position with the Company to the detriment of the Company.

In consideration of (check one or more boxes)

the commencement of Employee's employment
 Employee's promotion

and the compensation paid to Employee, Employee acknowledges and agrees with the Company as follows:

1. **Effectiveness.** This Agreement shall become effective on the earlier of (1) commencement of Employee's employment with the Company, or (2) the date and time at which any Confidential Information (as defined below) was or is first disclosed to Employee.

2. **Protection of the Company's Confidential Information.**

a. **Confidential Information.** The Company has and will develop, compile and own certain proprietary and confidential information that has great value in its business ("Confidential Information"). Confidential Information includes all information which is not generally known to the Company's competitors and the public, and which has or could have commercial value to the Company's business. It includes not only information disclosed by the Company (or its customers, affiliates or vendors) to Employee during the course of his or her employment with the Company, but also information developed or learned by the Employee himself or herself during the course of his or her employment with the Company, such as Inventions, as defined below.

Confidential Information includes, but is not limited to, the following categories of information: information regarding the Company's technology, computer programs, products, product

specifications, techniques, inventions, discoveries, improvements, research, test results, or know-how; information regarding the Company's customers' and vendors' identities, characteristics, performance and agreements; information regarding the Company's affiliates', sub-affiliates' and employees' characteristics, performance and agreements; and information regarding the Company's marketing, sales and business plans, strategies, forecasts, unpublished financial information, budgets, projections, and efforts. Employee acknowledges that such information is secret, valuable and owned by the Company, and that the Company has exercised substantial efforts to preserve the information's secrecy.

10 BPP
b. Protection of Confidential Information. During and after his or her employment, Employee agrees to keep confidential, and not to disclose to any third party or to make any use of Confidential Information of the Company, except for the benefit of the Company and in the course of his or her employment with the Company. Employee also agrees not to remove or otherwise transmit Confidential Information or Inventions (as defined below) from the premises or possession of the Company without the express prior written consent of an authorized representative of the Company. Employee also agrees to not publish the results of his or her work through literature or speeches, without submitting such literature or speeches to the President of the Company at least ten (10) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be prejudicial to the interests of the Company or whether disclosure may constitute an invasion of its privacy. Employee agrees not to publish, disclose or otherwise disseminate such information without prior written approval of the President. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of the Company to perform such act.

c. Exclusive Employment and Non-Solicitation Of Customers, Affiliates, Sub-Affiliates or Employees. Employee acknowledges the highly confidential nature of information regarding the Company's customers, affiliates, sub-affiliates, employees, agents, independent contractors, suppliers, and consultants. The Employee will not during his or her employment or within one year after it ends, without the Company's express written consent, directly or indirectly, hire, solicit, or encourage to terminate or alter any relationship between (a) the Company, and (b) any customer, affiliate, sub-affiliate, employee, agent, independent contractor, supplier, consultant or any other person or company. During the Employee's employment with the Company, he or she will not do anything to compete with the Company's present or contemplated business, nor will he or she plan or organize any competitive business activity. The Employee will not enter into any agreement that conflicts with his or her duties or obligations to the Company. The Employee agrees that such activities would necessarily and inevitably involve disclosure or use of Confidential Information in violation of this Agreement.

d. Prior Knowledge and Inventions. Except as disclosed on Schedule A to this Agreement, Employee does not know anything about the Company's Confidential Information, other than that which he or she learned from the Company. Employee also has disclosed

on Schedule A a complete list of all Inventions and information proprietary to Employee and which Employee wants to exclude from the application of this Agreement.

e. Proprietary Information or Trade Secrets Of Others. Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and confidential information belonging to all prior employers. Employee further represents and warrants that he or she has no other agreements, relationships or commitments to any other person or entity that conflict with Employee's obligations to the Company under this Agreement.

3. Inventions.

a. Disclosure of Inventions. Employee promptly will disclose in writing to the Company all discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company. For the purposes of this Agreement, all of the foregoing are referred to as Inventions.

b. Assignment/Ownership of Inventions. Employee acknowledges and agrees that all Inventions other than those listed in Exhibit A belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions. Any provision in this Agreement requiring Employee to assign rights to an Invention does not apply to any invention that qualifies under California Labor Code § 2870, which section is reproduced in the attached Written Notification to Employee (Schedule B).

c. Power of Attorney. In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right to protection relating to any Invention, whether due to mental or physical incapacity or any other cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

4. Termination of Employment.

a. Delivery of Documents and Data Upon Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Company, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign Exhibit C to this Agreement. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company. Employee recognizes that the unauthorized taking of any of the Company's trade secrets is a crime under California Penal Code 499(c) and is punishable by imprisonment in state prison or in a county jail for a time not exceeding one year, or by a fine not exceeding five thousand dollars (\$5,000), or by both such fine and such imprisonment. Employee further recognizes that such unauthorized taking of the Company's trade secrets also could result in civil liability under California's Uniform Trade Secrets Act (Civil Code §§ 3426-3426.11), and that willful misappropriation may result in an award against Employee for triple the amount of the Company's damages and the Company's attorneys' fees in collecting such damages.

b. Obligations of Employee After Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of the Confidential Information and Inventions of the Company and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company any Confidential Information or Invention.

5. Injunctive Relief. Because Employee's breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, Employee agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

6. Attorneys' Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

7. Understanding. Employee acknowledges and agrees that the protections set forth in this Agreement are a material condition to his or her employment with compensation by the Company.

8. Amendment and Binding Effect. This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

9. Governing Law. This Agreement shall be governed by the laws of the State

of California.

10. **Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter, superseding all prior or contemporaneous agreements and understanding (whether oral or written) between the parties with respect to the subject matter.

11. **Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by the Company of any right shall be construed as a waiver of any other right. Any waiver by the Company or by the Employee must be in writing and signed by either the Employee, if he or she is seeking to waive any of his or her rights under this Agreement, or by an officer of the Company (other than the Employee) or some other person duly authorized by the Company. The Company shall not be required to give notice to enforce strict adherence to the terms of this Agreement.

12. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

Employee has read this Agreement and understands its terms. Employee has completely filled out Schedule A to this Agreement and has signed and received a copy of Schedule B, the written notification to Employee setting forth California Labor Code 2870.

Dated: 17 May 02

Parley S
Name

Dated: 24 May 02

Steve S
5by5 Networks Inc.

SCHEDULE A

EMPLOYEE STATEMENT

1. Confidential Information. Except as set forth below, I acknowledge at this time that I know nothing about the business or the Confidential Information or Inventions of the Company, except information that has been disclosed to me by the Company (if none, so state): [specify information previously known about the Company].

None

2. Prior Inventions. Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any Inventions (if none, so state): [specify inventions].

To be provided within 10 days

3. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Company under my Confidentiality and Invention Assignment Agreement (if none, so state): [specify any conflicts].

To be provided within 10 days.

Dated: 17 MAY 02

Name: Spencer

DOC95C1:192148.1

A-2

P.12/14

20, 08:59AM SPENCER STUART
MAY 21, 2002 4574 100-1074 104
TOTAL P.07

Delaware

COPY

PAGE 1

The First State

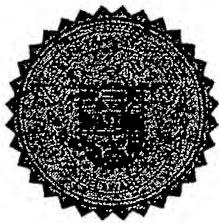
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"5BY5 NETWORKS, INC.", A DELAWARE CORPORATION, WITH AND INTO "ACQUEON TECHNOLOGIES, INC." UNDER THE NAME OF "ACQUEON TECHNOLOGIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF APRIL, A.D. 2006, AT 4:40 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE AND KENT COUNTY RECORDER OF DEEDS.

3973725 8100M

060356211



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4672944

DATE: 04-17-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:40 PM 04/17/2006
FILED 04:40 PM 04/17/2006
SRV 060356211 - 3973725 FILE



ACQUEON

CERTIFICATE OF MERGER
OF
5BY5 NETWORKS, INC.,
a Delaware corporation
INTO
ACQUEON TECHNOLOGIES, INC.,
a Delaware corporation

Under Section 251 of the Delaware General Corporation Law, Acqueon Technologies, Inc., a Delaware corporation, hereby certifies that:

FIRST: The name and state of incorporation of each of the constituent corporations to the merger are (1) Sby5 Networks, Inc., a Delaware corporation, and (2) Acqueon Technologies, Inc., a Delaware corporation.

SECOND: An agreement and plan of merger and reorganization (the "Agreement and Plan of Merger") providing for the merger of Sby5 Networks, Inc., a Delaware corporation, into Acqueon Technologies, Inc., a Delaware corporation, has been duly approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the Delaware General Corporation Law.

THIRD: The name of the Surviving Corporation is Acqueon Technologies, Inc.

FOURTH: The Certificate of Incorporation of Acqueon Technologies, Inc. shall be the Certificate of Incorporation attached hereto as Annex 1.

FIFTH: The Agreement and Plan of Merger as executed is on file at the principal place of business of the Surviving Corporation at:

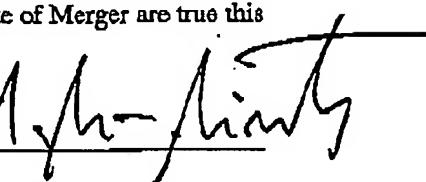
29 Emmons Drive, Suite E30
Princeton, NJ 08540



ACQUEON

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

Acqueon Technologies, Inc. has caused this Certificate of Merger to be signed in Princeton, New Jersey by Shriram Srivatsa Rajamani, its Director, who affirms under penalties of perjury that the facts stated in this Certificate of Merger are true this 11th day of April, 2006.

By: A handwritten signature in black ink, appearing to read "Shriram Srivatsa Rajamani".

Name: Shriram Srivatsa Rajamani

Title: Director /Secretary

Annex I

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:08 PM 05/20/2005
FILED 03:01 PM 05/20/2005
SRV 050419185 - 3973725 FILE

CERTIFICATE OF INCORPORATION

OF

ACQUEON TECHNOLOGIES, INC.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation is ACQUEON TECHNOLOGIES, INC.

SECOND: The address, including street, number, city, and county, of the registered office of the corporation in the State of Delaware is: 910 Fouk Road, Suite 201, in the City of: Wilmington; in the County of: New Castle; Zip Code: 19803. The name of its registered agent in charge thereof is: Corporations and Companies, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 (one thousand). All such shares are of one class and are shares of Common Stock with NO par value.

FIFTH: The name and the mailing address of the incorporator are as follows:

NAMEMAILING ADDRESS

Midhat H. Syed, Esq.

Murtha Cullina, LLP
1258 Bedford Street
Stamford, CT 06905

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of

Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the corporation would have if there were no vacancies.

2. After the original or other By-Laws of the corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the corporation may be exercised by the Board of Directors of the corporation; provided, however, that any provision for the classification of directors of the corporation for staggered terms pursuant to the provisions of subsection (d) of Section 141 of the General Corporation Law of the State of Delaware shall be set forth in an initial By-Law or a By-Law adopted by the stockholders entitled to vote of the corporation unless provisions for such classification shall be set forth in this certificate of incorporation.

3. Whenever the corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the certificate of incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of Section 242 of the General Corporation Law of the State of Delaware shall otherwise require; provided that no share of any such class which

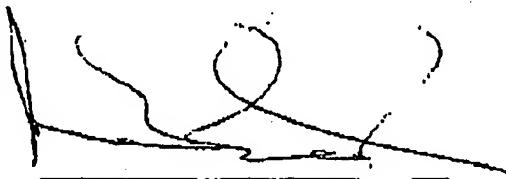
is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

NINTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

TENTH: The corporation shall, to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: From time to time any of the provisions of this certificate of incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this certificate of incorporation are granted subject to the provisions of this Article ELEVENTH.

Signed on May 5, 2005.



Midhat H. Syed, Esq.
Incorporator